

DEC 17 2004

PATENT

Docket No.: IRDM.029CPC

CUSTOMER NO. 20995

Applicant : Mark W. Miles  
U.S. App. No. : 09/991,378  
Filed : November 21, 2001  
For : INTERFEROMETRIC MODULATION  
OF RADIATION  
Group Art Unit : 2675  
Examiner : Ward, Aaron S.

## CERTIFICATE OF FAX TRANSMISSION

I hereby certify that this correspondence and all  
marked attachments are being transmitted via  
facsimile to the USPTO Central Fax No. (703)  
872-9306 on the date shown below:

December 17, 2004

  
Mark M. Abumeri Reg. No. 43,458

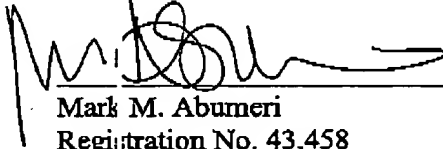
## TRANSMITTAL LETTER

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Enclosed for filing please find:

- (X) Establishment of Right of Assignee to Take Action and Revocation and Power of Attorney (2 pages).
- (X) A first assignment executed by Mark W. Miles to Etalon, Inc. on May 5, 1997 (1 page).
- (X) A Certificate of Merger of Etalon, Inc. into Iridigm Display Corporation executed on October 31, 2000 (2 pages).
- (X) A second assignment executed by Iridigm Display Corporation to IDC, LLC on October 1, 2004 (5 pages).
- (X) The Commissioner is hereby authorized to charge any additional fees which may be required, now or in the future, or credit any overpayment to Account No. 11-1410.

  
Mark M. Abumeri  
Registration No. 43,458  
Attorney of Record  
Customer No. 20,995  
(619) 235-8550

S:\DOCS\MMA\MMA-9331.DOC\vea\121604

BEST AVAILABLE COPY

## ASSIGNMENT

For valuable consideration, I, Mark W. Miles, of Boston, MA 02118 hereby assign to ETALON, INC., a Massachusetts corporation having a place of business at 33 Hanson Street, Boston, MA 02118, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by me, entitled INTERFEROMETRIC MODULATION OF RADIATION, filed December 19, 1996, and assigned U.S. Serial Number 08/769,947, and I authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and I authorize the Assignee to apply in all countries in my name or in its own name for patents, utility models, design registrations and like rights of exclusion, and for inventors' certificates for said inventions and improvements; and I agree for me and my respective heirs, legal representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Boston, MA,  
this 09 day of May, 1997  
Mark W. Miles L.S.

STATE OF Massachusetts :  
COUNTY OF Suffolk :ss.

Before me this \_\_\_\_\_ day of May, 1997, personally appeared

Mark W. Miles known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

Notary Public

My Commission Expires:

[Notary's Seal Here]

MARLENE FOULDS  
My Commission Expires  
September 23, 1999

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 10/31/2000  
001550173 - 2930958

**CERTIFICATE OF MERGER****OF**

**ETALON, INC.,**  
a Massachusetts corporation

**INTO**

**IRIDIGM DISPLAY CORPORATION,**  
a Delaware corporation

Under Section 252(c) of the Delaware General Corporation Law, Iridigm Display Corporation, a Delaware corporation, hereby certifies that:

**FIRST:** The name and state of incorporation of each of the constituent corporations to the merger are (1) Etalon, Inc., a Massachusetts corporation, and (2) Iridigm Display Corporation, a Delaware corporation.

**SECOND:** An agreement and plan of merger (the "Agreement and Plan of Merger") providing for the merger of Etalon, Inc., a Massachusetts corporation (the "Disappearing Corporation"), into Iridigm Display Corporation, a Delaware corporation (the "Surviving Corporation"), has been duly approved, adopted, certified, executed and acknowledged in accordance with Section 252(c) of the Delaware General Corporation Law.

**THIRD:** The full name of the Surviving Corporation is Iridigm Display Corporation.

**FOURTH:** The certificate of incorporation of Iridigm Display Corporation, a Delaware corporation, shall be the certificate of incorporation of the Surviving Corporation.

**FIFTH:** The Agreement and Plan of Merger as executed is on file at the principal place of business of the Surviving Corporation at:

2565 Third Street, Suite 205  
San Francisco, CA 94107

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

**SEVENTH:** The aggregate number of shares of stock which the Disappearing Corporation has the authority to issue is 100 shares, all of which shares have no par value and are designated common stock.

0457807.02

**BEST AVAILABLE COPY**

Iridigm Display Corporation, a Delaware corporation, has caused this Certificate to be signed in Menlo Park, California, by Erik J. Larson, its President and Edmund S. Ruffin, Jr., its Secretary, who affirm under penalties of perjury that the facts stated in this Certificate are true this October 26, 2000.

By: 

Erik J. Larson, President

By: 

Edmund S. Ruffin, Jr., Secretary

0451807 02

BEST AVAILABLE COPY

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") dated October 1, 2004 (the "Effective Date") is made by IRIDIGM DISPLAY CORPORATION, a Delaware corporation (the "Assignor") to IDC, LLC, a Delaware limited liability company (the "Assignee").

## INTRODUCTION

The Assignor has certain ownership interests in the patents and patent applications listed on Exhibit A.

The parties desire to have a recordable instrument assigning from the Assignor to the Assignee all of the Assignor's ownership interests in and to the patents and patent applications listed on Exhibit A and any and all provisionals, continuations, divisions, continuation-in-parts, reissues, reexaminations, extensions, substitutions, and foreign counterparts thereof, including all United States and foreign patents issuing therefrom, and with respect to all European Patent Convention patents and patent applications, including corresponding rights in national patents in any member state in which the European Patent, when granted, is nationalized (all of the foregoing, collectively, the "Patents").

## AGREEMENT

NOW, THEREFORE, in accordance with the obligations to assign the Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, the Assignor's entire ownership interest in and to each of the Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. The Assignor agrees that, upon request and without further compensation, and at the expense of the Assignor, the Assignor and the Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure an Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the

Assignor's behalf and instead of the Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.

3. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Patents to Assignor, its successors and assigns, as the assignee of the entire interest in such Patents.

IRIDIGM DISPLAY CORPORATION

By: 

Name: JOHN BATES

Title: CHIEF OPERATING OFFICER